

The Order of the Court is stated below:

Dated: September 07, 2023
11:46:18 AM

/s/ ROBERT FAUST
District Court Judge



Danielle Hawkes (13233)

HAWKES QUAM, LLC

6965 Union Park Center Drive, Suite 450

Cottonwood Heights, Utah 84074

Telephone: (801) 953-0945

danielle@hawkesquam.com

Attorney for Respondent

**IN THE THIRD JUDICIAL DISTRICT COURT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties’ Stipulation (“stipulation” or “agreement”) and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the declaration and stipulation filed with the Court. The Court has reviewed the parties’ agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and

Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The parties are granted a decree of divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making the continuance of the marriage impossible.
2. Two children have been born as issue of this marriage who are under the age of eighteen: M.Q.N.F., born October of 2008, and H.L.B.F., born in June of 2012.
3. Unless the parties agree otherwise, holiday parent-time shall be consistent with Utah Code 30-3-35, with Brandon designated as the noncustodial parent. The parties will work to be flexible with one another regarding parent-time taking into consideration the children's schedules and desires as well.
4. The parties shall each have the option of taking up to two (2) uninterrupted weeks of parent-time during the summer. If a party elects to take this time, they shall give their notice by May 15th each year. A party may not take their extended time over the other party's holiday or birthday time. If there is a conflict of time that was timely proposed, Nicki will have her preference in even years and Brandon will have his preference in odd years.
5. The parties shall work together to have a consistent parent-time schedule for Brandon. Should the parties not be able to agree, Brandon's parent time shall be consistent with U.C.A. 30-3-35. Pursuant to that statute, Brandon will have the option to have the children from Friday to Sunday every other weekend with a midweek visit each Wednesday from 5-8 PM. Because the children have busy schedules, Brandon shall give Nicki at least seven (7) days' notice of his intention to take his parent-time and he shall actually and consistently exercise all parent-time

that he has noticed up so Nicki is not responsible for making emergency accommodations for him. If the children have pre-planned activities or programs during Brandon's parent-time, Brandon shall be responsible for fully facilitating those activities and programs.

6. Brandon and Nicki shall be awarded joint legal custody of the minor children, pursuant to the parenting plan set forth below and incorporated herein.

7. Day to Day Decisions: The parties will make routine decisions regarding each child when that child is in their care without the need to advise and consult with the other party.

8. Major Decisions: The parties are to advise and consult with one another regarding major decisions affecting the child's health, education and welfare in an attempt to make joint decisions. Such decisions include, by way of example, and not limitation, matters such as the children's involvement in extra-curricular activities (that the parties are equally paying for), psychotherapy, medical procedures, orthodontia, religious training, social media access, and the like. In case of disagreement on major decisions for the minor children, Nicki shall have final decision-making authority, provided she has discussed the issue with Brandon, and shall Brandon not feel the decision is in the child(ren)'s best interest, he shall have the right to bring the issue before the Court.

9. Emergency Decisions: The parent with a child at a time an emergency decision must be made shall first seek to consult with the other party if practicable. If it is practicable to notify the other parent, and if there is no consensus, the parent with the child at the time an emergency decision needs to be made shall be entitled to make said decision. Shall it not be practicable to contact the other parent at the time of emergency, the parent with the child shall contact the other parent as soon as it is practicable to do so.

10. Both parties shall be listed as parties to be notified by school authorities in the event of an emergency involving the child.

11. Both parties shall be proactive in obtaining information regarding the child(ren)'s schooling and extracurricular activities. Each party may attend and participate in all practices, games, and school activities to which parents are invited without regard to the parent time schedule so long as each parent is behaving in a mature manner and not entering into any argument with anyone at the event. Each shall support the other's efforts to participate in all such events.

12. That the parties hereby adopt the provisions of the Advisory Guidelines, except where contrary to a provision of the Stipulation or Parenting Plan, as set forth in Utah Code Annotated, §30-3-33, as follows:

30-3-33 Advisory guidelines.

In addition to the parent time schedules provided in Sections 30 3 35 and 30 3 35.5, the following advisory guidelines shall govern all parent time arrangements between parents.

(1) Parent time schedules mutually agreed upon by both parents are preferable to a court imposed solution.

(2) The parent time schedule shall be utilized to maximize the continuity and stability of the children's life.

(3) Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important

ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent time schedule.

(4) The responsibility for the pick up, delivery, and return of the children shall be determined by the court when the parent time order is entered, and may be changed at any time a subsequent modification is made to the parent time order.

(5) If the noncustodial parent will be providing transportation, the custodial parent shall have the children ready for parent time at the time the children are to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the children at the time the child is returned.

(6) If the custodial parent will be transporting the child, the noncustodial parent shall be at the appointed place at the time the noncustodial parent is to receive the child, and have the child ready to be picked up at the appointed time and place, or have made reasonable alternate arrangements for the custodial parent to pick up the child.

(7) Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court ordered parent-time schedule.

(8) The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully.

(9) The noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

(10) Each parent shall provide the other with the parent's current address and . telephone number, email address, and other virtual parent time access information within 24 hours of any change.

(11) Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent time if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent time is reasonably available, taking into consideration:

(a) the best interests of the child;

(b) each parent's ability to handle any additional expenses for virtual parent time; and

(c) any other factors the court considers material.

(12) Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

(13) Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the child on the religious holiday.

13. Each party will have the right of direct access to the child(ren)'s medical records, school records, and child care records.

14. Neither party will schedule an activity for the minor children that conflicts with the other parent's time in the absence of agreement.

15. Pursuant to U.C.A. §30-3-36, whenever a child travels with either parent, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the child or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

16. Relocation: If a party moves further than 150 miles from the other party or if they move out of the state, that party shall follow the notice requirements of U.C.A. § 30-3-37. The party remaining in Utah shall be awarded custody of the children so the children remain in Utah, subject to Court review of their best interest if the relocating party requests a hearing. The relocating party shall pay the costs of the child(ren)'s travel for their parent-time. The child(ren) shall be back to the home in Utah at least forty-eight (48) hours before school starts for any long-distance parent-time. If the relocating parent chooses to exercise the monthly weekend parent-time, that parent shall give at least three (3) weeks' notice and they shall also facilitate any pre-planned activities each child already has scheduled for that weekend.

17. The parents shall be restrained from bothering, harassing, stalking, or defaming one another. They shall never disparage the other parent in the presence of the children or online.

18. Both parties shall be restrained from allowing the children to be in the presence of anyone abusing alcohol, medications, or drugs. The children shall not be allowed around third

parties that are engaged in an active relapse on alcohol, medications, or drugs. The children shall not be driven by any third party who has an active alcohol, medication, or drug case or is on probation or parole for the same.

19. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

20. Based on Brandon's gross monthly income of \$8,167, and Nicki's gross monthly income of \$4,500, and based on the sole custody worksheet, Brandon shall pay child support in the amount of \$1,262 per month. Child support will be paid until each child reaches 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. In addition, the parties shall each pay half of at least two (2) agreed upon extracurricular activities for the children each year. Neither may unreasonably withhold agreement and both shall give preference for the activities the children prefer to do.

21. As of now, Brandon currently has the best insurance policy at a reasonable rate. Brandon shall maintain medical insurance on behalf of the minor children, as long as it is available at a reasonable cost and so long as Nicki does not have access to a better policy for them. The parties shall equally share the child(ren)'s portion of the medical insurance premium.

22. The parties shall equally share all reasonable and necessary uninsured medical, dental, and therapeutic expenses, including deductibles and co-payments incurred for the minor child. A parent who incurs medical/dental/therapeutic expenses shall provide written verification of the cost and payment of expenses to the other parent within 30 days of payment. A parent incurring

medical/dental/therapeutic expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the foregoing provisions. The parent that is reimbursing the other parent for the incurred expenses shall have 30 days to reimburse the other parent after receiving verification of the cost and payment. The parent ordered to maintain insurance shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change. A parent incurring medical, dental, or therapeutic expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the above notification requirements.

23. The parties shall each pay their own childcare costs.

24. Nicki shall pay for the children's reasonable cell phone plans under her name.

25. The parties shall alternate the tax dependency exemptions for the minor children, with Brandon being entitled to the tax dependency exemption(s) in odd years, and Nicki being entitled to tax dependency exemption(s) in even years. If a parent is not up-to-date on child support as of the last date of the tax year, they shall forfeit the ability to claim the children for that tax year.

26. During the marriage, the parties purchased and currently own the home and real property located at 1040 E. Ramona Ave., Salt Lake City, Utah, ("Ramona residence") which was purchased by Brandon prior to the marriage. The home is owned free and clear. Nicki shall be awarded the Ramona residence free and clear of Brandon. Each party will obtain an appraisal from a certified appraiser on the Ramona residence no later than thirty (30) days of signing of the Stipulation, and if there is any difference between the appraisals, the parties will average the two

appraisals. If either party fails to obtain an appraisal in stated timeframe, the appraisal that has been obtained will be assumed acceptable by both parties. The remaining equity in the home, after deducting the debt on the home, shall be equally divided between the parties. Nicki shall pay Brandon his share of the equity in the home within 180 days of entry of the Decree, or otherwise the home shall be sold, the sales cost and debt paid off, and the equity divided between the parties equally.

27. Nicki is awarded both of the parties' Snowbird condominiums free and clear of Brandon, and shall be responsible for any debts, liabilities, and obligations thereon.

28. Brandon shall be awarded the boat and trailer free and clear of Nicki, and shall be responsible for any debts, liabilities, and obligations thereon.

29. Both parties shall be awarded the vehicles in their possession, and shall be responsible for any debts, liabilities and obligations thereon.

30. The parties shall each receive any personal property that they had before the marriage and all inherited items.

31. Of the items purchased during the marriage, Brandon shall receive the following property, which shall be considered in the ultimate equitable division of personal property: his clothes, incidentals, jewelry, tools and saws except a set for Nicki, Viking smoker, hotdog roller, rotisserie, large snowblower, weed eater, backpack sprayer, handheld hedgers, pole hedgers, mower, and large chainsaw. Brandon shall also be awarded all of the firearms except those given to him from Nicki's father.

32. Of the items purchased during the marriage, Nicki shall receive the following property, which shall be considered in the ultimate equitable division of personal property: her clothes,

jewelry, incidentals, large household appliances, outdoor undercounter refrigerator, garage refrigerator and freezer, small snowblower, salt spreader, small chainsaw, edger, blower, Richard Murray painting (purchased August 2007), water buffalo skull, all of the firearms from her family, and a reasonable set of tools for her residence.

33. Regarding the rest of the parties' personal property, the parties shall work together to equitably divide the property. If they cannot agree, they shall attend mediation, splitting the costs equally. If they still cannot agree, either may bring a motion and have the matter decided by the Commissioner. All property held after thirty (30) days following the signing of the Decree of Divorce shall be awarded as held.

34. The parties shall be responsible for any debts and liabilities incurred in their own names and hold the other party harmless from any liability thereon.

35. Each party shall be awarded any bank accounts, investments, retirements, and assets in their own name free and clear of the other party.

36. Neither party is awarded alimony.

37. By Tax Day in 2024, the parties shall cooperate to file joint tax returns for the years 2017 and 2018, and any other years during the marriage that they failed to file, both state and federal. The parties shall equally share the costs of filing any refund(s) received and/or equally pay any amount owing for all years.

38. Each party shall pay their own attorney's fees.

39. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the Decree of Divorce. Should a party fail to execute a document within 60 days of the entry of the Decree of Divorce, the other party may bring an

Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

40. Name: Nicki may be restored to her form name, Fasselín, if she chooses to do so.

--END OF DOCUMENT--

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper margin of the first page of the order once signed.

Approved as to form:

/s/ Harry Caston

HARRY CASTON

Attorney for Petitioner

Mr. Caston electronically approved the document on the 5th day of September 2023.

CERTIFICATE OF SERVICE

I hereby certify that on this the 28th day of August 2023, I delivered a true and correct copy of the foregoing to the following:

Harry Caston Attorney for Petitioner	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery (will attempt) E-Mail E-Filing
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/s/ Lexie Baker